

A G R E E M E N T

between the

CITY OF LINWOOD

ATLANTIC COUNTY, NEW JERSEY

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.

MAINLAND LOCAL NO. 77

(LINWOOD RANK AND FILE)

JANUARY 1, 2008 through DECEMBER 31, 2011

Final Agreement – 10/08

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AGREEMENT

THIS AGREEMENT entered into this day of , 2008, by and between
the CITY OF LINWOOD, in the County of Atlantic, a Municipal Corporation of the State of
New Jersey, hereinafter called the "City," and NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC., MAINLAND LOCAL NO. 77, duly appointed
representative of the Police Department of the City of Linwood, hereinafter called the
"Association," represents the complete and final understanding on all bargainable issues
between the City and the Association.

ARTICLE I

PURPOSE

This Agreement is entered into pursuant to the provisions of the New Jersey Employer-Employee Relations Act, Chapter 123, Laws of 1974 (N.J.S.A. 34:13A-1 et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation and understanding between the City and the Employees; to provide for the resolution of legitimate grievances, and; to prescribe the rights and duties of the City and Employees, all in order that the public service shall be expedited and effectuated in the best interest of the people of the City of Linwood.

ARTICLE II
EMPLOYEE REPRESENTATIVE

A. Majority Representative

1. The City hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all full-time Patrolmen and Sergeants employed in the City of Linwood Police Department, but excluding all other personnel employed in the City of Linwood Police Department, and all other City employees. The Association shall have all the rights and privileges pursuant to N.J.S.A. 34:13A-1, et seq.
2. The title Policemen or Police Officer shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned to plain clothes.

B. Stewards

1. One (1) Steward or alternate, named by the Linwood members of the Association, shall be excused by the Chief of Police to attend regular meetings of the Association which occur monthly, providing that there is a full complement of Police Officers on that particular shift.
2. It is understood that the Steward or alternate shall return to duty immediately following said meeting.
3. In the event that the Steward is unavailable due to illness, or on vacation, the alternate shall assume his duties and attend such meetings.
4. The name of the Steward and his alternate shall be registered with the Governing Body and with the Chief of Police.

5. An employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The employee and the Association understand and agree that any such off-duty time spent shall not be compensated by the City and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

ARTICLE III

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by any individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. With respect to employee grievances, no grievance may proceed beyond Step Four herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporation by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Four herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The aggrieved or the Association shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within fifteen (15) calendar days after the initial discussion with the Chief of Police pursuant to step 1, the employee or the Association may present the grievance in writing within fifteen (15) calendar days thereafter to the Chief of Police or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance.

Step Three: If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Mayor within fifteen (15) calendar days thereafter.

This presentation shall include copies of all previous correspondence relating to the matter in dispute.

The Mayor shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission.

Step Four: If the Association wishes to appeal the decision of the Mayor, such an appeal shall be presented in writing to the City Council within fifteen (15) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The City Council shall respond, in writing to the grievance within thirty (30) calendar days of the submission. City Council may act as a whole, or by the President of Council or his designee in the sole discretion of the President.

Step Five: If the grievance is not settled through Steps One, Two, Three and Four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within thirty (30) calendar days after receipt of the response from the City Council. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the Mayor, the designated Association Representative shall be permitted as members of the Grievance Committee to confer with the employees and the City and specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the City of Linwood Police Department or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure. Nothing herein shall prevent the parties from mutually agreeing to

extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE IV

NON-DISCRIMINATION

A. The City and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The City and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE V

BULLETIN BOARDS

A. The Association shall have the use of the bulletin board in the Police Department Headquarters for the posting of notices relating to meetings and official business of the Association only.

B. Only material authorized by the signature of the Association President, Steward or alternate shall be permitted to be posted on said bulletin board.

ARTICLE VI

MANAGEMENT RIGHTS

A. The City of Linwood hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, and following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.
2. To make rules of procedures and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.
4. To hire all employees, and subjects to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. The City reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and the laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE VII

OUTSIDE EMPLOYMENT

- A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty.
- B. It is understood that the full-time employees will consider their position with the City as their primary job. Any outside employment must not interfere with the employee's efficiency in his position with the City and must not constitute any conflict of interest.
- C. No employee planning to or engaging in outside employment during the off-duty hours shall be permitted to wear the regulation City uniform including the "baseball style" police hat, or any part thereof.
- D. All outside employment shall be listed with the Chief of Police.

ARTICLE VIII

EXCHANGE OF TOURS

A. The Chief of Police, at his sole discretion, may grant reasonable requests of employees to exchange tours of duty with other employees of equal rank provided the shift commander of each shift is notified in advance. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would entitle either employee to receive overtime.

B. The City and the Association understand and agree that all time worked pursuant to an exchange of tour shall not constitute "compensable" hours for the purposes of overtime pursuant to the Fair Labor Standards Act.

ARTICLE IX

STRIKES

A. The Association and employees assure and pledge to the City that their goals and purposes are such as to condone no strikes by employees nor work stoppages, slow-downs, or any other such methods which would interfere with services to the public or violate the Constitution and laws of the State of New Jersey. The Association and employees will not initiate such activities nor advocate or encourage other employees to initiate the same, and the Association and employees will not support any member of this organization acting contrary to this provision.

ARTICLE X

HOLIDAYS

A. All employees covered by this Agreement shall receive fourteen (14) paid holidays. If a holiday is worked by a particular employee, he or she may take it at any time during the calendar year, and may run consecutive with the employee's vacation schedule. Any employee planning to use a holiday must provide at least a five (5) day notice. Response by the Chief will be no later than twenty-four (24) hours prior to the date requested. A request may be made later than five (5) days prior to the date requested, but it may be granted or denied in the sole discretion of the Chief of Police. Each request will be decided on its own merits. The specific holiday schedule shall be subject to approval of the Chief of Police, who will insure the continued efficiency and operation of the Police Department of the City of Linwood.

B. The following holidays will be observed:

1. New Year's Day (January 1)
2. Martin L. King, Jr.'s Birthday
3. Lincoln's Birthday (February 12)
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day (July 4)
8. Labor Day
9. Columbus Day

10. Election Day
11. Veteran's Day (Nov. 11)
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day (Dec. 25)

It is understood and agreed by and between the parties that any officer who works on the dates indicated for celebration of the above holidays in the respective contract years shall have the option of taking a day off anytime during the calendar year or submitting an overtime report for that day and being paid time and one-half, in which case the officer shall not have any right to take any time off for that day.

C. Employees terminating their employment with the City or having their employment with the City terminated by the City shall be entitled to be paid for all accrued holidays on a pro-rata basis. If the number of holidays utilized by an employee exceeds the number to which he was entitled to take by the date of termination, the City shall be entitled to re-coup compensation for the excess number of holidays taken based on the list of holidays and the date of severance.

ARTICLE XI

VACATIONS

A. An employee during his first year of employment shall be entitled to a maximum of six (6) days of paid vacation which shall accrue as follows:

One day at the end of the seventh month and one additional day at the end of each subsequent month, up to and including the twelfth month.

B. No vacation days shall be taken prior to the accrual thereof. Thereafter, an employee shall be entitled to a paid vacation according to the following schedule:

(1) After one year of service and up to and including five years of service.	Thirteen (13) working days paid vacation
(2) After six years of service.	Fifteen (15) working days paid vacation
(3) After seven years of service.	Sixteen (16) working days paid vacation
(4) After eight years of service.	Seventeen (17) working days paid vacation
(5) After nine years of service.	Eighteen (18) working days paid vacation
(6) After ten years of service.	Twenty (20) working days paid vacation

(7) After fifteen years of service. Twenty-three (23)
working days
paid vacation

(8) After twenty years of service. Twenty-six (26)
working days
paid vacation

C. An employee shall not be entitled to any increased vacation until the next calendar year following the anniversary date of his employment. An employee shall use all eligible vacation days during each calendar year, unless prior approval to the contrary has been obtained from the Chief of Police. An employee planning to use a vacation day must provide at least a five (5) day notice. Response by the Chief or his designee will be within seventy-two (72) hours of the date the request is submitted. However, in the event of an unforeseen circumstance, a request may be made within twenty-four (24) hours, which may be granted or denied in the sole discretion of the Chief of Police. If an officer submits a request for vacation at least twenty (20) days prior to the requested vacation leave, the Chief or his designee shall respond within seventy-two (72) hours of the date the request is submitted. Any vacation leave approved will not be rescinded to avoid the payment of overtime to assure minimum manning requirements. However, two (2) or more officers from the same squad will not be granted vacation time for the same requested time period.

D. It is the intent of this Article to assure all employees covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. Vacation time may be taken any time during the calendar year, subject to the approval of the Chief of Police.

E. Employees terminating their employment with the City or having their employment with the City terminated by the City shall be entitled to be paid for all vacation days accrued on the pro-rata monthly basis. If the number of vacation days utilized by an employee exceeds the number to which he was entitled to take by the date of termination, the City shall be entitled to re-coup compensation for the excess number of vacation days taken based on the date of severance.

ARTICLE XII

PERSONAL DAYS

A. A personal day is to be used for the purpose of attending to personal obligations which cannot be addressed during scheduled working hours. Each employee shall be entitled to two (2) personal days without giving a reason therefore. Personal days are to be allotted on January 1 of each year, and can be used in half-day segments or multiples thereof. Approval of such days will not be unreasonably denied except for reasons related to efficient operation of a department and will be made in the sole discretion of the Chief. Personal days may not be carried over into the succeeding year. No personal day may be used to extend the scheduled vacation or holiday either at the beginning or at the end thereof unless the employee has obtained prior approval from the Chief of Police or an unforeseen emergent circumstance arises.

B. Personal days are in addition to and are not to be deducted from vacation, holidays, comp. or sick leave days.

C. Personal days may only be taken anytime during the calendar year under the following format. The Police Officer intending to use a personal day must request the day from the Sergeant of the squad or in his absence or unavailability the Lieutenant, Captain, or Chief will be contacted. In the event that the squad is anticipated to be full, the day will be granted and the officer shall notify dispatch of his absence. If the squad is not full due to members being on vacation, holiday, comp. day or sick leave, the granting of the personal day will be at the discretion of the Lieutenant, Captain, or Chief of Police or his designee.

D. It is the intent of this Article to make every effort to grant the personal day to the officer requesting same by the officer in charge.

E. Officers terminating their employment with the City or having their employment with the City terminated by the City shall be entitled to be paid for all personal days accrued on a pro-rata basis. If the number of personal days utilized by an employee exceeds the number which he was entitled to take by the date of termination, the City shall be entitled to re-coup compensation for the excess number of personal days taken based on the date of severance.

ARTICLE XIII

WORK WEEK

A. A work week as defined in this Agreement shall be one consisting of forty-two (42) hours per week as presently outlined in the work schedule of the members of the Police Department of the City of Linwood. The work week shall average forty-two (42) hours per week on an annual basis.

B. The Association recognizes the right of the City, through the Chief of Police, to alter the work week and/or work schedule at its sole discretion.

C. All employees shall be entitled to twelve (12) days off, to be scheduled as and designated as "schedule days" in recognition of working an average work week of forty-two (42) hours as opposed to forty (40) hours.

D. 1. Schedule days as discussed in Section C above shall accrue on a pro-rated monthly basis.

2. Schedule days as discussed in Section C above shall be scheduled in the same manner as vacation days (the employee submits his request, which must be either approved or denied by the Chief of Police or his designee) providing that the City has the ability to assure adequate manning (the City has the right to reassign an employee's schedule days or recall an employee from a schedule day if manpower requirements so dictates.)

E. While the Association recognizes the right of the City to alter the work week and/or work schedule in accordance with Section B above, the City agrees that any such alteration shall not change the forty-two (42) hour average work week for the duration of this Agreement.

ARTICLE XIV

SICK LEAVE

- A. Sick leave is hereby defined to mean absence from post of duty by an employee because of illness, exposure to contagious disease.
- B. An employee may utilize up to a maximum of seven (7) accumulated sick days per year for attendance upon a member of the employee's immediate family, seriously ill and requiring the care or attendance of such employee.
- C. 1. Any employee who shall be absent from work for three (3) or more consecutive working days due to illness, shall be required to submit acceptable medical evidence substantiating the illness.
2. Whenever it appears reasonable to the City, the City may require an employee on sick leave to see the City physician, at the City's expense, to verify the illness.
3. If sick leave is not approved for just cause, the time involved during which the employee was absent shall be charged to his vacation, if any, providing the employee agrees. Otherwise, he will suffer loss of his pay for such unauthorized time.
- D. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.

E. Sick leave shall accrue for regular full-time employees at the rate of one (1) eight (8) hour day per month during the first calendar year of employment and fifteen (15) eight (8) hour working days in every calendar year of employment thereafter, and shall accumulate from year to year. However, no employee shall be entitled to accumulate more than a total of one hundred seventy-five (175) eight (8) hour days of sick leave.

F. If an employee is absent from work for reasons that entitle him to sick leave, the Chief of Police or his designated representative shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift from which he is absent, except in case of emergency. Failure to so notify may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

G. The term "immediate family" for the purposes of this Article shall include father, mother, step-parent, spouse, child, step-child residing in the same household as the employee, foster child, if any, and relatives residing in the employee's household.

H. Abuse of sick leave shall constitute cause for disciplinary action. An employee who is found to have taken sick leave for days on which he was not sick, and for which he was not taking family sick leave, will be charged with unpaid leave. Repeat occurrences will be treated progressively, and may result in disciplinary action up to and including termination from employment.

I. Upon separation from service for any reason except termination for disciplinary infractions, an employee shall receive payment at his last rate of pay for fifty percent (50%) of his accrued and unused sick leave time, provided, however, that no employee shall be so entitled unless he has served a total of ten (10) years.

J. The City agrees that any officer who uses less than four (4) sick days in any calendar year shall receive an incentive bonus of \$300.00 to be paid no later than January 30 of the calendar year next following the year in which the bonus was earned.

K. **Sick Leave Buy-Back**

1. At the option of an officer covered under this Agreement, the City shall buy back up to forty-eight (48) hours of the Officer's accumulated sick leave per calendar year.
2. The officer shall make a written request to the Chief of Police or his/her designee for payment.
3. The rate of pay for this sick leave buy back shall be computed at the officer's hourly rate of pay at the time of the buy back.
4. Payment shall be made in a lump sum, within thirty (30) calendar days of the officer's written request.

L. **Sick Leave Bank**

1. A voluntary sick leave bank will be established and jointly administered by the City and the PBA on a case-by-case basis. [Guidelines to be mutually established by the parties].

2. Only those officers who have: (a) suffered a non-work related injury or serious illness, and (b) have exhausted all of his/her sick leave, may apply to utilize the sick leave bank.
3. Officers having no less than fifteen (15) accumulated sick days may donate up to three (3) sick days per year to be utilized by the employee having no sick leave remaining. An employee's decision to donate sick days shall in no way affect his/her right to sell back sick days under the provisions of Article XIV Section K.
4. When an officer donates time, the dollar value of the officer's donated time shall go into a money pool.
5. The officer utilizing the sick leave bank shall be compensated at his or her daily rate, and that sum shall be subtracted from the money pool.

ARTICLE XV

FUNERAL LEAVE

- A. In the event of death of the employee's spouse, child, step-child, parent, or step-parent, the employee shall be granted time off without loss of pay, in no event to exceed five (5) working days provided that said employee attends the funeral.
- B. In the event of death of the employee's in-laws, foster child, grandparents, sister, brother, grandchild or relative residing in his household, the employee shall be granted time off without loss of pay, in no event to exceed three (3) working days provided that said employee attends the funeral.
- C. Funeral leave may be extended beyond the three (3) or five (5) working day period without pay at the sole discretion of the Chief of Police.
- D. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

ARTICLE XVI

INJURY LEAVE

- A. In the event an employee becomes disabled by reason of a work related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.

- B. Any employee who is injured, however slightly, while working, if he is able must make a report in writing, prior to the end of the shift thereof to his immediate supervisor. If the employee is unable to do so, his Supervisor shall make such a report. A Supervisor receiving or making such a report will immediately notify administration of the incident and deliver the report. Failure by the employee to make such report may be grounds for denying the employee compensation under this Article.

- C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the City may reasonably require the employee to present such certificate from time to time.

- D. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right at its own cost to require the employee to obtain a physician examination and certification of fitness by a physician appointed by the City.

E. In the event the City appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the City appointed physician, then the City and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the City and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

F. In the event any employee is granted said injury leave, the City's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources. At the City's option, the employee shall either surrender and deliver any compensation, disability or other payments to the City and receive his entire salary payment, or the City shall only pay the difference.

G. If the City can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the City, up to and including termination.

H. If the employee's injury is due to his failure to wear or utilize safety wearing apparel, tools and/or devices supplied by the City, the City may refuse to pay the difference between the employee's salary and Worker's Compensation claims as discussed in Section F above.

ARTICLE XVII

LEAVE FOR P.B.A. MEETINGS

A. The City agrees to grant time off without loss of regular straight time pay to the Executive Delegate and President of the Association (or appointed alternates) for the purpose of attending the regularly scheduled meetings of the State and Local Association, provided that at least seventy-two (72) hours written notice is given to the Chief of Police. The Association shall designate, at the beginning of each year, the Executive Delegate and President. It is specifically understood that the employees so designated under this Section shall not switch tours in order to receive pay for the purpose of attending said meetings under this Section; and it is also specifically understood that if any of such meetings occur on a non-scheduled period, the employee shall receive no pay. It is provided further that the granting of such leave shall not interfere with the operation of the Police Department of the City. The number of meetings for which time off without loss of regular straight time pay shall be granted shall not exceed one (1) per month.

B. An employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The employee and the Association understand and agree that any such off-duty time spent shall not be compensated by the City and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

C. The City agrees to grant time off without loss of regular straight-time pay to any employee whose presence is necessary at any mutually scheduled negotiations session, grievance hearing or proceeding, PERC proceeding, or any other meeting jointly scheduled.

D. It is specifically understood that the employees so designated under Section A or C shall not switch tours in order to receive pay for the purpose of attending said meetings under this Section; and it is also specifically understood that if any of such meetings occur on a non-scheduled period, the employee shall receive no pay.

ARTICLE XVIII

LEAVE OF ABSENCE

A. Any employee of the Linwood Police Department may request a leave of absence without pay from his regular duties for a term up to six (6) months in order to participate in other interests outside the Department, providing that such absence does not conflict with or adversely affect the routine functioning of the Police Department and the welfare of the City of Linwood. Any employee, who is desirous of applying for such a leave, shall submit to the City Council a written request, stating the reasons for the leave and the proposed period of time involved, at least forty-five (45) days prior to the proposed commencement date of said leave, except in the case of illness. In case of illness, written notice shall be given to City Council as soon as reasonably possible.

B. Any leave of absence from duty is subject to the approval of the Linwood City Council and the Mayor; and any extensions of leave will require a second written request twenty (20) days prior to the expiration of the original leave and will be further subject to approval by City Council and the Mayor. Any employee of the Linwood Police Department may shorten the proposed term of a leave by showing seven (7) days written notice of his intent to do so upon City Council.

C. Any employee will not qualify for salary raises, promotions, existing benefits or any benefits which may occur or accrue during his absence. However, such a leave will not alter the salary of an employee upon his return and for the purposes of calculating salary, benefits and seniority, the total leave time will be subtracted from the total time of employment.

ARTICLE XIX

SALARIES

A. 2008

Effective January 1, 2008, the annual base salaries to be paid the following employees of the City shall be as follows and shall be paid bi-weekly:

<u>Job Classification</u>	<u>Base Salary</u>
Sergeant	\$72,429 (8% above top Patrolman)
Patrolman after 3 years of service	67,064 (5%)
Patrolman after 2 years of service	53,692 (5.0%)
Patrolman after 1 year of service	43,692 (5.0%)
Patrolman during 1st year of service	35,904 (5.0%)
Patrolman during probation	34,523*

* Probationary period shall be no longer than six (6) months. Upon successful completion of the probationary period, the officer shall move up the salary guide to "Patrolman during first year of service" level.

B. 2009

Effective January 1, 2009, the annual base salaries to be paid the following employees of the City shall be as follows and shall be paid bi-weekly:

<u>Job Classification</u>	<u>Base Salary</u>
Sergeant	\$78,121 (8% above top Patrolman)
Patrolman after 3 years of service	72,334 (\$1500 + 5.5%)
Patrolman after 2 years of service	58,227 (\$1500 + 5.5%)

Patrolman after 1 year of service	47,677 (\$1500 + 5.5%)
Patrolman during 1st year of service	39,461 (\$1500 + 5.5%)
Patrolman during probation	38,004 (\$1500 + 5.5%)*

* Probationary period shall be no longer than six (6) months. Upon successful completion of the probationary period, the officer shall move up the salary guide to "Patrolman during first year of service" level.

C. 2010

Effective January 1, 2010, the annual base salaries to be paid the following employees of the City shall be as follows and shall be paid bi-weekly:

<u>Job Classification</u>	<u>Base Salary</u>
Sergeant	\$82,027 (8% above top Patrolman)
Patrolman after 3 years of service	75,951 (5.0%)
Patrolman after 2 years of service	61,139 (5.0%)
Patrolman after 1 year of service	50,061 (5.0%)
Patrolman during 1st year of service	41,434 (5.0%)
Patrolman during probation	39,904 (5.0%)*

* Probationary period shall be no longer than six (6) months. Upon successful completion of the probationary period, the officer shall move up the salary guide to "Patrolman during first year of service" level.

D. 2011

Effective January 1, 2011, the annual base salaries to be paid the following employees of the City shall be as follows and shall be paid bi-weekly:

<u>Job Classification</u>	<u>Base Salary</u>
Sergeant	\$85,719 (8% above top Patrolman)
Patrolman after 3 years of service	79,369 (4.5%)

Patrolman after 2 years of service	63,890 (4.5%)
Patrolman after 1 year of service	52,314 (4.5%)
Patrolman during 1st year of service	43,298 (4.5%)
Patrolman during probation	41,700 (4.5%)*

* Probationary period shall be no longer than six (6) months. Upon successful completion of the probationary period, the officer shall move up the salary guide to "Patrolman during first year of service" level.

E. All step increases shall be computed as of the anniversary date of such employee.

F. All salaries shall be effective on January 1 of each appropriate contract year and shall be paid as of January 1 of each contract year.

ARTICLE XX

DETECTIVE ALLOWANCE

Any employee who serves as a detective or in any other capacity requiring being on call, shall receive an annual increment of twelve hundred dollars (\$1,200.00). If he serves for less than a full year, this amount shall be prorated. This amount is in consideration for the employee's service in an on-call status. Such payment shall be made in lump sum in the first pay period of December of the calendar year if said pay period falls on or before December 5. Otherwise, said allowance shall be paid in the last pay period in November.

ARTICLE XXI

OVERTIME

A. Overtime shall consist of all hours in excess of a normal work week, heretofore defined in this Agreement.

B. All employees covered by this Agreement shall in addition to their base pay be paid at the rate of one and one-half (1 1/2) time their straight time hourly rate of pay computed on the basis of a forty (40) or forty-two (42) hour week for all overtime hours worked, depending upon an employee's assignment. However, the parties recognize that if the City, through the Chief of Police, changes the work week, payment for overtime will be based upon the newly implemented work week. It is understood by the parties that an employee's hourly rate of pay to be used for the calculation of the overtime rate shall be based upon an employee's base salary, longevity pay and college allowance.

C. All overtime shall be paid quarterly. The last quarterly overtime payment shall be paid by December 5, or the City shall provide an explanation why the last quarterly payment could not be made by this date. Overtime shall, unless otherwise provided by this Article, be paid in cash, and shall be paid at time and one-half (1½) of the regular hourly rates of pay for such employee. The hourly rate for overtime shall be computed at the basic workweek of forty (40) hours per week. Effective January 1, 2009, bargaining unit members at their sole option shall be compensated for overtime at time and one-half (1½) by cash payment or the equivalent in compensatory time or a combination of cash and compensatory time in any pay period.

However, compensatory time shall not exceed 96 hours, of which a maximum of 48 hours may be banked during the life of this Agreement. Compensatory time will be taken in a minimum of 4 hour blocks of time. All overtime paid in cash shall be paid quarterly. The last quarterly overtime payment shall be paid by December 5th, with the exception of cash payment for then remaining unbanked compensatory time, or the City shall provide an explanation why the last quarterly payment could not be made by this date. If a bargaining unit member is not able to utilize any portion of the 48 hours of unbanked compensatory time by December 31st, the bargaining unit member shall receive cash payment for the remaining compensatory time in the bargaining unit member's first pay check in January of the New Year.

D. All employees with the rank of Sergeant and below will be paid one and one-half (1 1/2) times their hourly rate of pay in accordance with their rank.

E. Any employee who is not scheduled to work and is called into duty by a commanding officer or sergeant will be paid a minimum of four (4) hours salary at the prevailing overtime rate.

Employees will be called in by the Commanding Officer and only after attempting such contact, the officer in charge will be able to call in an unscheduled employee.

F. Overtime or commensurate time off for employees on regular duty will commence after the end of their regularly scheduled workday. The parties recognize and agree that if the City, through the Chief of Police, in its' sole discretion, changes the employee's regular workday, overtime will commence at the end of the newly implemented regular workday. However, the

parties recognize and agree that the Chief of Police will not change the employee's regular duty day on a daily or individual basis.

G. All employees who are required to be present at any time, other than their regular shifts of duty and hours of employment, for the purpose of training or re-training as to procedures shall be paid by the City at the applicable overtime rate.

H. An officer who works any detail that the City is being fully reimbursed by an outside business/agency for the cost of the officer shall receive a minimum of four (4) hours pay or paid for the time actually worked, whichever is greater. This four (4) hour minimum shall not be in effect for any details for which the City is responsible for paying an officer.

ARTICLE XXII

LONGEVITY

A. Employees Hired Prior to January 1, 2001

Each employee covered by this Agreement and hired prior to January 1, 2001, shall be paid in addition to his annual base salary additional compensation based upon the length of his service and determined according to the foregoing schedule:

<u>Years of Service</u>	<u>Longevity</u>
3 years	\$350.00
Each year after 3 to 30 years	\$350.00 plus \$175.00 for each additional year after 3 to 30 years up to a maximum of \$4,000.00

B. Employees Hired On or After January 1, 2001

Each employee covered by this Agreement and hired on or after January 1, 2001, shall be paid in addition to his annual base salary additional compensation based upon the length of his service and determined according to the foregoing schedule:

<u>Years of Service</u>	<u>Longevity</u>
Commencing the 10 th year of service	The amount being paid to those employees in their 10 th year of service pursuant to Section A above.
Each year after 10 years	The amount being paid to those employees in their 10 th year of service pursuant to Section A above plus \$175.00 for each additional year after 10 to 30 years up to a maximum of \$4,000.00.

C. Employees Hired On or After January 1, 2005

Each employee covered by this Agreement and hired on or after January 1, 2005, shall be paid in addition to his annual base salary additional compensation based upon the length of his service and determined according to the foregoing schedule:

<u>Years of Service</u>	<u>Longevity</u>
Commencing the 10 th year of service	The amount being paid to those employees in their 10 th year of service pursuant to Section A above.
Each year after 10 years	The amount being paid to those employees in their 10 th year of service pursuant to Section A above plus \$150.00 for each additional year after 10 to 30 years up to a maximum of \$3,500.00.

D. Longevity pay shall be applied on the basis of the officer's anniversary date of employment. An employee's base salary rate shall be adjusted to include longevity pay for overtime computation as well as for pension purposes. Such longevity pay shall be divided by the number of pay checks in any calendar year and paid in the bi-weekly payroll.

ARTICLE XXIII

ACTING OFFICERS

A. Any employee who shall have been appointed to act for a senior officer in the absence of such senior officer and who shall have performed the duties thereof, shall thereafter be entitled to compensation appropriate to such officer for the time so held. Payment for any such time shall be in a separate check and paid quarterly along with the overtime checks.

ARTICLE XXIV
COLLEGE ALLOWANCES

A. The City and the Association agree that the amount and quality of an employee's education often determines the value of his contribution to the community, and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage the employees to achieve the advantages of higher education, the City agree that such employee who receives academic credits for study in any institution of collegiate level which offers a college curriculum leading to or accreditable toward a masters degree, an undergraduate baccalaureate or associate degree in law enforcement, and which is accredited by the Board of Higher Education, shall be paid a college allowance in the amount of one hundred dollars (\$100.00) per year for each credit so received, together with the cost of books necessary to obtain said credits during the employee's employment with the City. Payments for all credits attained and for books shall be made on the first pay day after receiving verification of the grade and credit obtained from the institution. An employee shall be reimbursed one hundred dollars (\$100.00) per credit if an "A," "B" or "P" in a P/F system is earned or seventy dollars (\$70.00) per credit if a "C" is earned. No reimbursement is earned if a grade lower than "C" is earned.

B. In addition, any employee joining the Police Department who has acquired college credits in a field other than law enforcement shall be compensated for these credits at the same rate as credits in law enforcement as set forth in the schedule herein below. This provision is not retroactive and shall apply only to those employees joining the Department subsequent to the execution of this Agreement. Further, for such employee to qualify for the increment for

college credits, said employee must enroll or study in an institution or college which offers a college curriculum leading to or accreditable toward a masters degree, an undergraduate baccalaureate or associate degree in law enforcement, which institution or college is accredited by the Board of Higher Education, and said employee must be a matriculating student until a degree is attained. If, for any reason, said employee fails to meet these conditions, he will not be entitled to payment for college credits with the exception of those earned law enforcement credits.

C. Preference of training and selection of employees for educational leave will be based upon rank, seniority and availability of courses, but it is expressly understood that every effort shall be made to permit the employees to avail themselves of this educational opportunity on a rotating basis according to said rank and seniority.

D. The employee further agrees that he must continue within the employ of the City of Linwood for at least one year after he receives reimbursement from the City for the credits attained, and in the event that the employee leaves the employ of the City of Linwood prior to one year after receiving said reimbursement, the employee shall be required to reimburse the City for any reimbursement paid by the City for credits attained within the period of one year prior to his leaving the employ of the City, and the City shall have the further right to deduct the sum from the last pay check of the employee about to leave the employ of the City.

E. As an additional incentive for education of the employees of the City, the City shall pay the following sums of money, which shall become and be included as part of the base salary of the employees so attaining the following credits:

<u>No. of Credits</u>	<u>Allowance</u>
16 credits	\$250.00
17-32 credits	300.00
33-64 credits	600.00
96 credits	700.00
Associate Degree plus 65 credits to 128 credits	900.00
Bachelor's Degree	1,050.00
Master's Degree	1,300.00

F. An employee's base salary rate shall be adjusted to include college incentive pay for overtime computation as well as for pension purposes. Such college incentive pay shall be divided by the number of pay checks in any calendar year and paid in the bi-weekly payroll.

G. Employees hired after January 1, 2005, may be required to have a college degree. If such requirement for hiring is implemented by the City, the education incentive allowances for credits up to the attainment of a degree will not be applicable for those new hires. New employees will not receive education allowances; however, will be eligible for tuition reimbursement as currently specified.

H. Educational/Law Enforcement programs and credits that are acceptable for credit and/or degree payments under this Article are defined as criminal justice, psychology, education, sociology, police science, public administration and business administration.

ARTICLE XXV

HOSPITALIZATION INSURANCE

A. Hospitalization/Major Medical Insurance

1. The City agrees to provide the New Jersey Health Benefits Program, NJ Direct 10 hospitalization insurance plan* for all employees covered by this Agreement, at the City's own expense.
2. The City agrees to pay for major medical insurance for the employee and family.
3. For any employee hired on or after January 1, 2005, the City shall provide single health insurance coverage specified in this section for one hundred (\$100.00) dollars per month through payroll contribution. An employee may select to have his/her eligible dependents also covered under the health insurance plan; however, if the employee so selects, he/she shall contribute through payroll deduction \$150.00 per month. This contribution shall be only for the employee's first five (5) years of employment. Commencing an employee's sixth (6th) year of employment, the City shall provide the health insurance plan for the employee and his/her dependents at no cost to the employee.

- B. The City further agrees that the continuance of health coverages, equal to or better than those provided during employment, after retirement of an employee only retiring from the rank of Patrol Officer after twenty-five (25) years of service to the City shall be permitted and shall be in accordance with applicable resolutions adopted by the City of Linwood. An employee may opt to have his eligible dependents also covered under the City's insurance plan but shall pay the City for such dependent coverage at the City's group rate. Contingent upon the law of insurance of this state, the City agrees to continue medical coverages for the Patrol Officer and

his family if an officer becomes retired because of a work related medical disability after twenty (20) years of service with the Linwood Police Department.

* including unlimited therapy services ie; chiropractic, physical, speech and cognitive.

C. The City further agrees that an employee with the rank of Sergeant shall receive continued health benefits, equal to or better than those provided during employment, after retirement provided that he/she shall have served twenty-five (25) years with the Linwood Police Department. His/her spouse and/or dependents, where applicable, shall also be entitled to continued health coverages, equal to or better than those provided during the Sergeant's employment. The City agrees to continue medical coverages for the Sergeant and his/her family if an officer becomes retired because of a work related medical disability after twenty (20) years of service with the Linwood Police Department.

* including unlimited therapy services ie; chiropractic, physical, speech and cognitive.

D. The City agrees to continue the insurance coverage of an employee upon retirement, and where applicable his/her spouse and/or dependents for dental, optical and prescription benefits in effect as of January 1, 1995. The coverages will be equal to or better than that provided during the employee's employment. The employee's/retiree's obligation to this plan will be no more than fifteen (\$15.00) dollars a month per employee in the aggregate.

E. The parties agree that the City reserves the right to present an alternative plan of insurance to that provided by New Jersey Health Benefits Plan, NJ Direct 10 at any time during the term of this Agreement. If, after full presentation of the alternative plan to the PBA and any PBA

consultant, the alternative plan is ratified by a majority of PBA members, the alternative plan may be put into effect. In that event, no cost increase shall be charged to any employee.

F. In the event any officer chooses to be enrolled in an HMO plan, it is understood that the City's obligation is to provide a premium payment equal to that which it is making for the comparable non-HMO plan in effect at that time.

G. The City agrees to provide the Delta Dental Option I Preferred Plan, consisting of the following:

Network

Deductible	\$0
Annual Maximum	N/A
Orthodontia Lifetime Maximum	\$2000

Plan Design

Preventative & Diagnostics	100%
Basic & Crowns	65%
Periodontics	65%
Prosthodontics	75%
Orthodontia	60%

ARTICLE XXVI
CLOTHING ALLOWANCE AND EQUIPMENT

A. In addition to any other benefit under this Agreement, every employee shall be entitled to an allowance for the cleaning and maintenance of his clothing and uniforms in the sum of five hundred seventy-five dollars (\$575.00) for the duration of this Agreement.. Said maintenance shall be combined with clothing allowance and paid in one lump sum in the first pay period of December of the calendar year. If said pay period falls beyond December 5th, the lump sum payment of maintenance and clothing allowance shall be paid in the last pay period of November of the calendar year. It is understood that this allowance is not for the purchase or replacement of uniforms or clothing, but is for the cleaning and maintenance of same.

B. It is further agreed that a clothing allowance for all uniformed employees and non-uniformed employees will be given the sum of six hundred fifty (\$650.00) dollars to purchase and replace uniforms, as necessary.

C. 1. If an employee loses or damages any equipment while on duty, and such loss or damages is not due to negligence or carelessness, and said employee wishes to file a claim for reimbursement, said claim must be filed with the Chief of Police within twenty-four (24) hours of the occurrence.

2. The City agrees to respond to any claim within thirty (30) days, as to whether or not the City accepts responsibility and liability for replacement, whether or not the City will agree to replace the equipment, and the availability and time frame for replacing said equipment if the City accepts liability for the replacement. Each claim shall be addressed and evaluated on a case by case basis.

3. The City agrees to bear the cost of replacement for equipment lost or damaged if said loss or damage occurs while the employee is acting in his line of duty and is not due to negligence or carelessness. Each claim shall be addressed and evaluated on a case by case basis.

ARTICLE XXVII

COURT APPEARANCES

A. All employees shall be required to wear full uniform for Linwood Municipal Court appearances scheduled for a time and date when they are on duty, and for all other Court appearances, whether scheduled when they are on or off duty.

B. Employees shall be required to wear their full uniform or presentable dress (including a presentable jacket and tie) for Linwood Municipal Court appearances which are scheduled for a time and date when said employees are not on duty.

ARTICLE XXVIII

ENLISTMENT AGREEMENT

A. All employees hired on or after January 1, 1982 will receive basic Police training at City expense, and shall reimburse the City for the cost of basic training and for such additional expenses incurred by the City in connection with said employment and basic training, provided said employee terminates his employment with the City within two (2) years from the date of entry into the Police Academy and becomes employed elsewhere.

B. In lieu of itemizing expenses, the City and Association agree that the maximum reimbursement required of any employee terminated employment with the City shall be six thousand dollars (\$6,000.00). Reimbursement shall be calculated on a pro-rated, per diem basis. The maximum reimbursement amount shall be reduced by the per diem rate for every day the employee retains his employment with the City, up to the two (2) year period which commences with the employee's entry into the Police Academy.

C. There shall be no reimbursement required in the event the employee is terminated or separated from employment with the City for any of the following reasons:

1. Involuntary separation for reasons beyond the employee's control, such reasons not being due to misconduct or personal delinquency during the two (2) year period.
2. Election to resign rather than to submit to a separation proceeding, provided that the reason for the pending separation is not misconduct or personal delinquency.

3. Receipt of orders to report for military service, other than training duty, upon submission of proof to the City.

4. Disability impairing full performance as an employee. The employee must submit to the City acceptable medical evidence verifying said disability. If the City disputes the medical evidence, then the employee shall be sent to a physician mutually agreed upon by the Association and the City. The cost of the physician shall be equally borne by the parties. The decision of this physician shall be final and binding.

D. In the event the employee is separated for personal delinquency or misconduct, he shall be required to reimburse the City for basic training and additional expenses incurred by the City as enumerated in Sections A and B, above.

ARTICLE XXIX

DUES DEDUCTION AND AGENCY SHOP

- A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the City Treasurer during the month following the filing of such card with the City.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.

E. Any such written authorization may be withdrawn at any time by filing of notice of such withdrawal with the City Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.0e, as amended.

F. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advance in wages, hours

and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save the City harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification or the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

M. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this

Agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the City after it had satisfied itself that the Association is a proper majority representative.

ARTICLE XXX

POLICEMEN'S BILL OF RIGHTS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. Any formal fact-finding interview or interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The formal fact-finding interview or interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any formal fact-finding interview or interrogation of that member commences, when disciplinary action is contemplated. Sufficient information to reasonably apprise the member of the allegation shall be provided. If it is known that the member of the force is being questioned as a witness only, he shall be so informed at the initial contact.
4. The formal fact-finding interview or interrogation shall be reasonable in length.

Reasonable respite shall be allowed.

5. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be immediately warned of all of his constitutional rights pursuant to the Constitution of the United States and of the State of New Jersey and immediately be permitted to consult with counsel of his own choosing prior to any questioning

taking place. Reimbursement of counsel costs, if any, will be in accordance with New Jersey Statutes.

6. Members shall not be suspended or suffer any loss in benefits until after said member has had a disciplinary hearing and has been found guilty, except in cases of a severe nature, when the Chief deems the suspension of the member an immediate necessity for the safety of the public or the welfare of the Department, or pursuant to Section 6:2 of the City of Linwood Police Department Rules and Regulations. The Chief shall immediately submit a report explaining such action to the Mayor and a copy of said report shall be made available to the member upon submission to the Mayor.

B. A member who is the subject of a disciplinary investigation may not be required to prepare reports other than reports filed in the normal course of business which deal with the subject matter of the investigation, until after he has had reasonable opportunity to consult with his own counsel.

C. Nothing herein shall be construed to deprive the Department or its' officers to conduct the routine and daily operations of the Department.

D. Discipline shall be grievable and arbitrable in accordance with and pursuant to law.

ARTICLE XXXI

PERSONNEL FILES

A. The City shall establish personnel files or confidential records which shall be maintained under the direction of the Chief of Police.

B. Employees covered under this Agreement may, by reasonable request during normal business hours, review in the presence of the Chief of Police or his designee any written material other than pre-employment material which may be contained in his personnel file. The request must be made through the normal chain of command. Upon request, an employee is entitled to receive a copy of any material in his personnel file, other than pre-employment material.

C. Whenever a written complaint concerning an employee is placed in his personnel file, a copy shall be furnished to him and she shall be given the opportunity to rebut same in writing if he so desires.

D. Any material in a personnel file that has not been subject to a departmental hearing shall be grievable up to and including Step Four of the Grievance Procedure.

E. There shall be no other personnel file containing material not subject to inspection by the officer.

ARTICLE XXXII

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

A. All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, Ordinances, Rules and Regulations of the Police Department of the City, and any present or past benefits which are enjoyed by employees covered by this Agreement, that have not been included in the contract, shall be continued.

ARTICLE XXXIII

SAVINGS CLAUSE

A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXXIV

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXV

DURATION OF AGREEMENT

A. This Agreement shall be effective as of and retroactive to January 1, 2008, and shall continue in full force and effect through December 31, 2011.

B. The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than on hundred twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal at the
City of Linwood, New Jersey on this 18 day of November , 2008.

CITY OF LINWOOD

Richard L DePomphilis
Richard DePomphilis
mayor

Mary S. Cole
Mary S. Cole
Acting City Clerk

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
MAINLAND LOCAL NO.77

Reynold Theriault
REYNOLD THERIAULT
President

Jason Weber
JASON WEBER
Shop Steward